

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF GEORGIA  
SAVANNAH DIVISION

JONATHAN RINCON and  
MARTIN GARCIA,

Plaintiffs,

v.

SYS-CON LLC,

Defendant/Third-Party Plaintiff,

v.

H&B USA, LLC and PPE TRADING  
CO., LLC,

Third-Party Defendants.

CIVIL ACTION CASE NO.  
4:24-cv-00194-RSB-CLR

**SYS-CON LLC'S THIRD-PARTY COMPLAINT**

COMES NOW Defendant/Third-Party Plaintiff Sys-Con LLC ("Sys-Con"), by and through its undersigned counsel, and files this Third-Party Complaint against Third-Party Defendants H&B USA, LLC ("H&B") and PPE Trading Co LLC ("PPE"), showing this Honorable Court as follows:

**PARTIES, JURISDICTION, AND VENUE**

1.

Sys-Con is a limited liability company organized under the laws of Alabama with its principal place of business in Duluth, Georgia.

2.

H&B USA, LLC is a limited liability company organized under the laws of Georgia with its principal place of business in Georgia.

3.

PPE Trading Co LLC is a limited liability company organized under the laws of Georgia with its principal place of business in Georgia.

4.

This Court has supplemental jurisdiction over this third-party action pursuant to 28 U.S.C. § 1367(a) because the claims asserted herein are so related to the claims in the original action that they form part of the same case or controversy.

5.

Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to these claims occurred in this district.

### **FACTUAL ALLEGATIONS**

6.

Sys-Con incorporates by reference paragraphs 1 through 5 as if fully set forth herein.

7.

On or around July 1, 2023, Sys-Con entered into a subcontract agreement with H&B (the “H&B Subcontract”) for the performance of siding installation,

miscellaneous steel installation, certain plumbing, pipefitting, and welding work on the Hyundai Motor Companies construction project located at 10484 US-280, Ellabell, GA 31308 (the “Project”).

8.

H&B subsequently entered into a subcontract agreement with PPE (the “PPE Subcontract”) to perform portions of the work required under the H&B Subcontract.

9.

The H&B Subcontract contains provisions requiring H&B to indemnify and hold harmless Sys-Con from any claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the performance of H&B’s work under the subcontract.

10.

The PPE Subcontract contains similar indemnification provisions in favor of H&B.

11.

Plaintiffs Jonathan Rincon and Martin Garcia have filed suit against Sys-Con alleging violations of the Fair Labor Standards Act (“FLSA”) and breach of contract related to work performed on the Project.

12.

Upon information and belief, Plaintiffs were employed by H&B and/or PPE, not by Sys-Con, during the time periods relevant to their claims.

13.

Any alleged failure to properly pay wages to Plaintiffs was the result of actions or omissions by H&B and/or PPE, not Sys-Con.

**COUNT I: CONTRACTUAL INDEMNIFICATION AGAINST H&B**

14.

Sys-Con incorporates by reference paragraphs 1 through 13 as if fully set forth herein.

15.

Pursuant to the H&B Subcontract, H&B is obligated to indemnify and hold harmless Sys-Con from any claims, damages, losses, and expenses arising out of H&B's work on the Project.

16.

The claims asserted by Plaintiffs arise directly from work performed under the H&B Subcontract.

17.

Sys-Con has incurred and will continue to incur attorneys' fees and other expenses in defending against Plaintiffs' claims.

18.

Sys-Con is entitled to complete indemnification from H&B for any judgment that may be entered against Sys-Con in favor of Plaintiffs, as well as for all costs and attorneys' fees incurred in defending against Plaintiffs' claims.

**COUNT II: COMMON LAW INDEMNIFICATION AGAINST H&B**

19.

Sys-Con incorporates by reference paragraphs 1 through 18 as if fully set forth herein.

20.

If Sys-Con is found liable to Plaintiffs, such liability would be solely vicarious or constructive, based on the acts or omissions of H&B.

21.

Under the common law, Sys-Con is entitled to indemnification from H&B for any liability imposed upon Sys-Con as a result of H&B's acts or omissions.

**COUNT III: CONTRACTUAL INDEMNIFICATION AGAINST PPE**

22.

Sys-Con incorporates by reference paragraphs 1 through 21 as if fully set forth herein.

23.

As a third-party beneficiary of the PPE Subcontract, Sys-Con is entitled to enforce the indemnification provisions contained therein.

24.

The claims asserted by Plaintiffs arise directly from work performed under the PPE Subcontract.

25.

Sys-Con has incurred and will continue to incur attorneys' fees and other expenses in defending against Plaintiffs' claims.

26.

Sys-Con is entitled to complete indemnification from PPE for any judgment that may be entered against Sys-Con in favor of Plaintiffs, as well as for all costs and attorneys' fees incurred in defending against Plaintiffs' claims.

#### **COUNT IV: COMMON LAW INDEMNIFICATION AGAINST PPE**

27.

Sys-Con incorporates by reference paragraphs 1 through 26 as if fully set forth herein.

28.

If Sys-Con is found liable to Plaintiffs, such liability would be solely vicarious or constructive, based on the acts or omissions of PPE.

29.

Under the common law, Sys-Con is entitled to indemnification from PPE for any liability imposed upon Sys-Con as a result of PPE's acts or omissions.

WHEREFORE, Defendant/Third-Party Plaintiff Sys-Con LLC respectfully requests that this Court:

- (a) Enter judgment in favor of Sys-Con and against H&B and PPE on all counts;
- (b) Award Sys-Con complete indemnification from H&B and PPE for any judgment that may be entered against Sys-Con in favor of Plaintiffs;
- (c) Award Sys-Con all attorneys' fees and costs incurred in defending against Plaintiffs' claims and in prosecuting this third-party action;
- (d) Grant Sys-Con such other and further relief as this Court deems just and proper.

This 25<sup>th</sup> day of October, 2024.

**SWIFT, CURRIE, MCGHEE & HIERS, LLP**

/s/ Anandhi S. Rajan

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## **CERTIFICATE OF FONT & CERTIFICATE OF SERVICE**

I hereby certify that the foregoing document was prepared in Times New Roman 14-point font. This is to also certify that I have this day served a copy of the within and foregoing **SYS-CON LLC'S THIRD-PARTY COMPLAINT** with the Clerk of Court using the CM/ECF system and notification of such filing will be sent electronically by the ECF system to all parties to this matter, addressed as follows:

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This 25<sup>th</sup> day of October, 2024.

**SWIFT, CURRIE, McGHEE & HIERS, LLP**

/s/ Anandhi S. Rajan

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